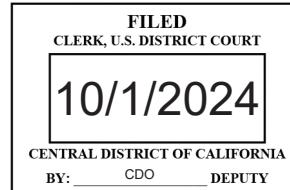


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17 Attorneys for Plaintiff  
18 UNITED STATES OF AMERICA

19 UNITED STATES DISTRICT COURT

20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

21 UNITED STATES OF AMERICA,

22 No. CR 2:24-cr-00573-SB

23 Plaintiff,

24 PLEA AGREEMENT FOR DEFENDANT  
BRIAN ALEC LIGHT

25 v.

26 BRIAN ALEC LIGHT,

27 Defendant.

28 1. This constitutes the plea agreement between BRIAN ALEC LIGHT ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. Give up the right to indictment by a grand jury and,  
32 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single count information in the  
2 form attached to this agreement as Exhibit A or a substantially  
3 similar form, which charges defendant with interstate transportation  
4 of stolen goods worth more than \$5,000, in violation of 18 U.S.C.  
5 § 2314.

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered  
10 for service of sentence, obey all conditions of any bond, and obey  
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be  
13 excluded for sentencing purposes under United States Sentencing  
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States  
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the  
19 time of sentencing unless defendant has demonstrated a lack of  
20 ability to pay such assessments.

21 3. Defendant further agrees:

22 a. To forfeit all right, title, and interest in and to  
23 any and all monies, properties, and/or assets of any kind, derived  
24 from or acquired as a result of, or used to facilitate the commission  
25 of, or involved in the illegal activity to which defendant is  
26 pleading guilty, specifically including, but not limited to, the  
27 following: the Andy Warhol Lenin Trial Proof print number 44 of 46  
28 (collectively, the "Forfeitable Property").

1                   b. To the Court's entry of an order of forfeiture at or  
2 before sentencing with respect to the Forfeitable Property and to the  
3 forfeiture of the property.

4                   c. To take whatever steps are necessary to pass to the  
5 United States clear title to the Forfeitable Property, including,  
6 without limitation, the execution of a consent decree of forfeiture  
7 and the completing of any other legal documents required for the  
8 transfer of title to the United States.

9                   d. Not to contest any administrative forfeiture  
10 proceedings or civil judicial proceedings commenced against the  
11 Forfeitable Property. If defendant submitted a claim and/or petition  
12 for remission for all or part of the Forfeitable Property on behalf  
13 of himself or any other individual or entity, defendant shall and  
14 hereby does withdraw any such claims or petitions, and further agrees  
15 to waive any right he may have to seek remission or mitigation of the  
16 forfeiture of the Forfeitable Property.

17                   e. Not to assist any other individual in any effort  
18 falsely to contest the forfeiture of the Forfeitable Property.

19                   f. Not to claim that reasonable cause to seize the  
20 Forfeitable Property was lacking.

21                   g. To prevent the transfer, sale, destruction, or loss of  
22 the Forfeitable Property to the extent defendant has the ability to  
23 do so.

24                   h. To fill out and deliver to the USAO a completed  
25 financial statement listing defendant's assets on a form provided by  
26 the USAO.

i. That forfeiture of Forfeitable Property shall not be counted toward satisfaction of any special assessment, fine, restitution, costs, or other penalty the Court may impose.

j. With respect to any criminal forfeiture ordered as a result of this plea agreement, defendant waives: (1) the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcements of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment; (2) all constitutional and statutory challenges to the forfeiture (including by direct appeal, habeas corpus or any other means); and (3) all constitutional, legal, and equitable defenses to the forfeiture of the Forfeitable Property in any proceeding on any grounds including, without limitation, that the forfeiture constitutes an excessive fine or punishment. Defendant acknowledges that the forfeiture of the Forfeitable Property is part of the sentence that may be imposed in this case and waives any failure by the Court to advise defendant of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts defendant's guilty plea.

## THE USAO'S OBLIGATIONS

4. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3                   d. Recommend that defendant be sentenced to a term of  
4 imprisonment no higher than the low end of the applicable Sentencing  
5 Guidelines range. For purposes of this agreement, the low end of the  
6 Sentencing Guidelines range is that defined by the Sentencing Table  
7 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the  
8 term of imprisonment that may be permissible through the substitution  
9 of community confinement or home detention as a result of the offense  
10 level falling within Zone B or Zone C of the Sentencing Table.

11                   e. Except for criminal tax violations (including  
12 conspiracy to commit such violations chargeable under 18 U.S.C.  
13 § 371), not further criminally prosecute defendant for violations of  
14 18 U.S.C. § 1001 arising out of defendant's conduct described in the  
15 agreed-to factual basis set forth in paragraph 11 below. Defendant  
16 understands that the USAO is free to criminally prosecute defendant  
17 for any other unlawful past conduct or any unlawful conduct that  
18 occurs after the date of this agreement. Defendant agrees that at  
19 the time of sentencing the Court may consider the uncharged conduct  
20 in determining the applicable Sentencing Guidelines range, the  
21 propriety and extent of any departure from that range, and the  
22 sentence to be imposed after consideration of the Sentencing  
23 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

24                   NATURE OF THE OFFENSE

25                   5. Defendant understands that for defendant to be guilty of  
26 the crime charged in the single count information, that is,  
27 interstate transportation of stolen goods worth more than \$5,000, in  
28 violation of Title 18, United States Code, Section 2314, the

1 following must be true: (1) the defendant transported, transmitted,  
2 or transferred stolen property between one state and another; (2) at  
3 the time the property crossed the state border, the defendant knew it  
4 was stolen; (3) the defendant intended to deprive the owner of the  
5 ownership of the property temporarily or permanently; and (4) the  
6 money or property was of the value of \$5,000 or more. Under 18  
7 U.S.C. Section 2(b), defendant may be found guilty of the crime  
8 charged even if the defendant did not personally commit the acts  
9 constituting the crime if the defendant willfully caused an act to be  
10 done that if directly performed by him would be an offense against  
11 the United States. A defendant who puts in motion or causes the  
12 commission of an indispensable element of the offense may be found  
13 guilty as if he had committed this element himself.

14 PENALTIES

15 6. Defendant understands that the statutory maximum sentence  
16 that the Court can impose for a violation of Title 18, United States  
17 Code, Section 2314, is: 10 years imprisonment; a three-year period of  
18 supervised release; a fine of \$250,000 or twice the gross gain or  
19 gross loss resulting from the offense, whichever is greatest; and a  
20 mandatory special assessment of \$100.

21 7. Defendant understands that supervised release is a period  
22 of time following imprisonment during which defendant will be subject  
23 to various restrictions and requirements. Defendant understands that  
24 if defendant violates one or more of the conditions of any supervised  
25 release imposed, defendant may be returned to prison for all or part  
26 of the term of supervised release authorized by statute for the  
27 offense that resulted in the term of supervised release, which could  
28

1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3       8. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury. Defendant  
7 understands that he is pleading guilty to a felony and that it is a  
8 federal crime for a convicted felon to possess a firearm or  
9 ammunition. Defendant understands that the conviction in this case  
10 may also subject defendant to various other collateral consequences,  
11 including but not limited to revocation of probation, parole, or  
12 supervised release in another case and suspension or revocation of a  
13 professional license. Defendant understands that unanticipated  
14 collateral consequences will not serve as grounds to withdraw  
15 defendant's guilty plea.

16       9. Defendant understands that, if defendant is not a United  
17 States citizen, the felony conviction in this case may subject  
18 defendant to: removal, also known as deportation, which may, under  
19 some circumstances, be mandatory; denial of citizenship; and denial  
20 of admission to the United States in the future. The Court cannot,  
21 and defendant's attorney also may not be able to, advise defendant  
22 fully regarding the immigration consequences of the felony conviction  
23 in this case. Defendant understands that unexpected immigration  
24 consequences will not serve as grounds to withdraw defendant's guilty  
25 plea.

26       10. Defendant understands that defendant will be required to  
27 pay full restitution to the victim of the offense to which defendant  
28 is pleading guilty. Defendant agrees that, in return for the USAO's

1 compliance with its obligations under this agreement, the Court may  
2 order restitution to persons other than the victim of the offense to  
3 which defendant is pleading guilty and in amounts greater than those  
4 alleged in the count to which defendant is pleading guilty. The  
5 parties currently believe that the applicable amount of restitution  
6 is limited to replacing the missing frame from the piece, but  
7 recognize and agree that this could change based on facts that come  
8 to the attention of the parties prior to sentencing.

9 FACTUAL BASIS

10 11. Defendant admits that defendant is, in fact, guilty of the  
11 offense to which defendant is agreeing to plead guilty. Defendant  
12 and the USAO agree to the statement of facts provided below and agree  
13 that this statement of facts is sufficient to support a plea of  
14 guilty to the charge described in this agreement and to establish the  
15 Sentencing Guidelines factors set forth in paragraph 12 below but is  
16 not meant to be a complete recitation of all facts relevant to the  
17 underlying criminal conduct or all facts known to either party that  
18 relate to that conduct.

19 On February 20, 2021, J.O. stole an Andy Warhol Lenin Trial  
20 Proof, print number 44 of 46, from a home in Los Angeles County,  
21 within the Central District of California:

22

23

24

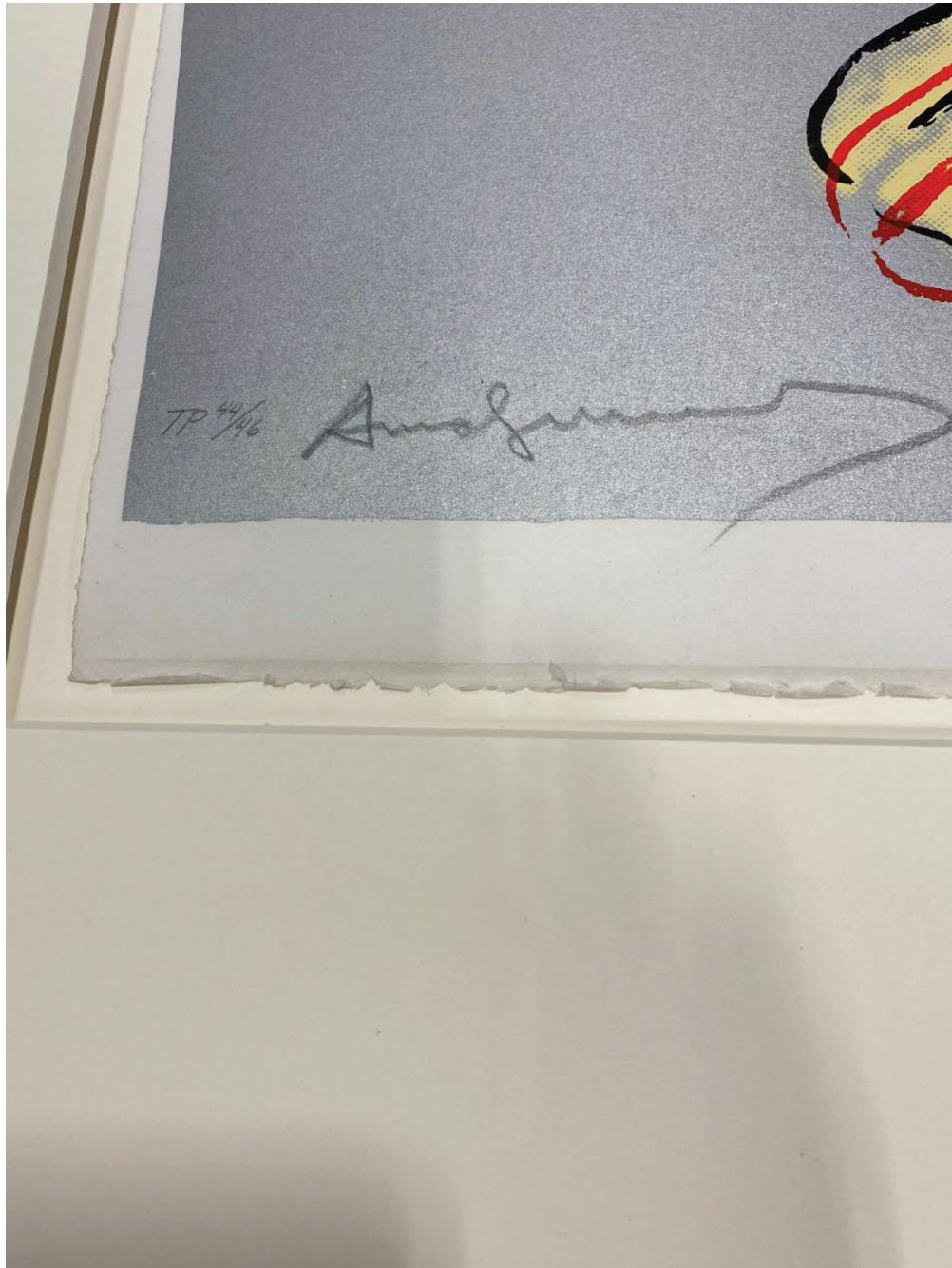
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(Pictured without the original frame)

After the piece was stolen, the victim informed law enforcement of the theft, as well as the gallery in West Hollywood, California, from which he had purchased the artwork.

Sometime between February 20, 2021, and February 25, 2021, J.O. brought the artwork into a pawn shop in Los Angeles, owned by G.B. G.B. took possession of the artwork, and G.B. wanted to sell the

1 artwork. G.B. reached out to defendant for help selling the artwork.  
2 Defendant contacted an auction house, H.A., to sell the print and, on  
3 March 1, 2021, defendant told G.B. to drop the print off at H.A.'s  
4 office in Beverly Hills, California so that it could be transported  
5 to Dallas, Texas for inspection and sale, which G.B. did. Defendant  
6 knew the print was stolen, he intended for the print to be sold by  
7 H.A., and he expected for the print to travel interstate as part of  
8 the sale. Defendant expected to earn a share of the money from the  
9 sale of the print. As a result of G.B. dropping the print off at  
10 H.A. at defendant's direction, on March 1, 2021, H.A. shipped the  
11 piece from Beverly Hills, California to Dallas, Texas, and it arrived  
12 there on March 2, 2021. The purpose of that transportation was for  
13 H.A. to inspect the piece and include it in an upcoming auction that  
14 April (H.A. is based in Dallas, Texas). On March 2, 2021, defendant  
15 signed a consignment agreement with H.A. to have the print placed in  
16 "Print & Multiples Signature Auction" on April 22, 2021. At the time  
17 of the interstate transfer, the Warhol print was worth at least  
18 \$175,000.

19 On March 4, 2021, H.A. contacted the West Hollywood gallery  
20 asking for their opinion about the artwork. The gallery immediately  
21 recognized the piece as the stolen piece of art. The West Hollywood  
22 gallery informed H.A. that the artwork was stolen and contacted the  
23 FBI. On March 8, 2021, the FBI interviewed defendant about the  
24 artwork and its theft. The FBI agent informed defendant that she was  
25 a federal agent, and it was a crime to lie to federal agents.  
26 Defendant told the FBI that he purchased the artwork about a month  
27 before at a garage sale in Culver City, California. Defendant  
28 claimed he paid \$18,000 cash for the piece and that he had a receipt

1 for the sale, which he agreed to provide to the FBI. On March 10,  
2 2021, in response to a request from the FBI for him to provide the  
3 receipt, defendant e-mailed the FBI a purported receipt for the  
4 purchase, which stated "I Brian Light bought an A Warhol Painting  
5 from Brandon Beldin on Feb 4 2021 for \$18,000 in Culver City CA" and  
6 was purportedly signed by defendant and Beldin. Defendant, however,  
7 knew when he submitted the purported receipt that it was false and  
8 that defendant had not in fact purchased the artwork from anyone,  
9 including someone named Brandon Beldin. Defendant submitted the fake  
10 receipt to the FBI to affect the FBI's investigation.

11 SENTENCING FACTORS

12 12. Defendant understands that in determining defendant's  
13 sentence the Court is required to calculate the applicable Sentencing  
14 Guidelines range and to consider that range, possible departures  
15 under the Sentencing Guidelines, and the other sentencing factors set  
16 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
17 Sentencing Guidelines are advisory only, that defendant cannot have  
18 any expectation of receiving a sentence within the calculated  
19 Sentencing Guidelines range, and that after considering the  
20 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
21 be free to exercise its discretion to impose any sentence it finds  
22 appropriate up to the maximum set by statute for the crime of  
23 conviction.

24 13. Defendant and the USAO agree to the following applicable  
25 Sentencing Guidelines factors:

26 Base Offense Level: 6 [U.S.S.G. § 2B1.1(a) (2)]

27

28

1 Specific Offense  
2 Characteristics: Value of  
3 Stolen Art +10 [U.S.S.G. § 2B.1. (b) (1) (F)]

4 14. Defendant and the USAO reserve the right to argue that  
5 additional specific offense characteristics, adjustments, and  
6 departures under the Sentencing Guidelines are appropriate,  
7 including, but not limited to, the government seeking a two-level  
8 obstruction enhancement under U.S.S.G. § 3C1.1.

9 15. Defendant understands that there is no agreement as to  
10 defendant's criminal history or criminal history category.

11 16. Defendant and the USAO reserve the right to argue for a  
12 sentence outside the sentencing range established by the Sentencing  
13 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
14 (a)(2), (a)(3), (a)(6), and (a)(7).

15 WAIVER OF CONSTITUTIONAL RIGHTS

16 17. Defendant understands that by pleading guilty, defendant  
17 gives up the following rights:

18 a. The right to persist in a plea of not guilty.

19 b. The right to a speedy and public trial by jury.

20 c. The right to be represented by counsel -- and if  
21 necessary have the Court appoint counsel -- at trial. Defendant  
22 understands, however, that, defendant retains the right to be  
23 represented by counsel -- and if necessary have the Court appoint  
24 counsel -- at every other stage of the proceeding.

25 d. The right to be presumed innocent and to have the  
26 burden of proof placed on the government to prove defendant guilty  
27 beyond a reasonable doubt.

1                   e. The right to confront and cross-examine witnesses  
2 against defendant.

3                   f. The right to testify and to present evidence in  
4 opposition to the charges, including the right to compel the  
5 attendance of witnesses to testify.

6                   g. The right not to be compelled to testify, and, if  
7 defendant chose not to testify or present evidence, to have that  
8 choice not be used against defendant.

9                   h. Any and all rights to pursue any affirmative defenses,  
10 Fourth Amendment or Fifth Amendment claims, and other pretrial  
11 motions that have been filed or could be filed.

12                   WAIVER OF APPEAL OF CONVICTION

13                   18. Defendant understands that, with the exception of an appeal  
14 based on a claim that defendant's guilty plea was involuntary, by  
15 pleading guilty defendant is waiving and giving up any right to  
16 appeal defendant's conviction on the offense to which defendant is  
17 pleading guilty. Defendant understands that this waiver includes,  
18 but is not limited to, arguments that the statute to which defendant  
19 is pleading guilty is unconstitutional, and any and all claims that  
20 the statement of facts provided herein is insufficient to support  
21 defendant's plea of guilty.

22                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23                   19. Defendant agrees that, provided the Court imposes a total  
24 term of imprisonment on all counts of conviction of no more than 24  
25 months, defendant gives up the right to appeal all of the following:  
26 (a) the procedures and calculations used to determine and impose any  
27 portion of the sentence; (b) the term of imprisonment imposed by the  
28 Court; (c) the fine imposed by the Court, provided it is within the

1 statutory maximum; (d) to the extent permitted by law, the  
2 constitutionality or legality of defendant's sentence, provided it is  
3 within the statutory maximum; (e) the amount and terms of any  
4 restitution order; (f) the term of probation or supervised release  
5 imposed by the Court, provided it is within the statutory maximum;  
6 and (g) any of the following conditions of probation or supervised  
7 release imposed by the Court: the conditions set forth in Second  
8 Amended General Order 20-04 of this Court; the drug testing  
9 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
10 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

11       20. The USAO agrees that, provided (a) all portions of the  
12 sentence are at or below the statutory maximum specified above and  
13 (b) the Court imposes a term of imprisonment of no less than 18  
14 months, the USAO gives up its right to appeal any portion of the  
15 sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

17       21. Defendant agrees that if, after entering a guilty plea  
18 pursuant to this agreement, defendant seeks to withdraw and succeeds  
19 in withdrawing defendant's guilty plea on any basis other than a  
20 claim and finding that entry into this plea agreement was  
21 involuntary, then (a) the USAO will be relieved of all of its  
22 obligations under this agreement; and (b) should the USAO choose to  
23 pursue any charge or any civil, administrative, or regulatory action  
24 that was either dismissed or not filed as a result of this agreement,  
25 then (i) any applicable statute of limitations will be tolled between  
26 the date of defendant's signing of this agreement and the filing  
27 commencing any such action; and (ii) defendant waives and gives up  
28 all defenses based on the statute of limitations, any claim of pre-

1 indictment delay, or any speedy trial claim with respect to any such  
2 action, except to the extent that such defenses existed as of the  
3 date of defendant's signing this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 22. This agreement is effective upon signature and execution of  
6 all required certifications by defendant, defendant's counsel, and an  
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 23. Defendant agrees that if defendant, at any time after the  
10 signature of this agreement and execution of all required  
11 certifications by defendant, defendant's counsel, and an Assistant  
12 United States Attorney, knowingly violates or fails to perform any of  
13 defendant's obligations under this agreement ("a breach"), the USAO  
14 may declare this agreement breached. All of defendant's obligations  
15 are material, a single breach of this agreement is sufficient for the  
16 USAO to declare a breach, and defendant shall not be deemed to have  
17 cured a breach without the express agreement of the USAO in writing.  
18 If the USAO declares this agreement breached, and the Court finds  
19 such a breach to have occurred, then: (a) if defendant has previously  
20 entered a guilty plea pursuant to this agreement, defendant will not  
21 be able to withdraw the guilty plea, and (b) the USAO will be  
22 relieved of all its obligations under this agreement.

23 24. Following the Court's finding of a knowing breach of this  
24 agreement by defendant, should the USAO choose to pursue any charge  
25 or any civil, administrative, or regulatory action that was either  
26 dismissed or not filed as a result of this agreement, then:

27  
28

1                   a. Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action.

4                   b. Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or any  
6 speedy trial claim with respect to any such action, except to the  
7 extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9                   c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from such  
13 statements, shall be admissible against defendant in any such action  
14 against defendant, and defendant waives and gives up any claim under  
15 the United States Constitution, any statute, Rule 410 of the Federal  
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
17 Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are  
19 inadmissible.

20                   COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21                   OFFICE NOT PARTIES

22                   25. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the USAO's sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27                   26. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 12 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations not  
14 to contest the facts agreed to in this agreement.

15 27. Defendant understands that even if the Court ignores any  
16 sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to the  
18 maximum established by statute, defendant cannot, for that reason,  
19 withdraw defendant's guilty plea, and defendant will remain bound to  
20 fulfill all defendant's obligations under this agreement. Defendant  
21 understands that no one -- not the prosecutor, defendant's attorney,  
22 or the Court -- can make a binding prediction or promise regarding  
23 the sentence defendant will receive, except that it will be within  
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 28. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 29. The parties agree that this agreement will be considered  
5 part of the record of defendant's guilty plea hearing as if the  
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
9 CALIFORNIA

10 E. MARTIN ESTRADA  
United States Attorney

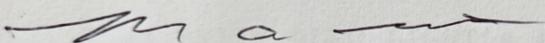


09/27/2024

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Date

11  
12 DOMINIQUE CAAMANO  
13 ERIK M. SILBER  
14 MATTHEW O'BRIEN  
Assistant United States Attorneys

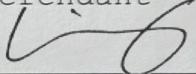


9-18-2024

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Date

15 BRIAN ALEC LIGHT  
16 Defendant

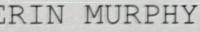


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Date

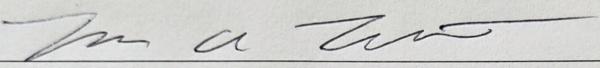
17 ERIN MURPHY  
18 Attorney for Defendant LIGHT



19 CERTIFICATION OF DEFENDANT

20 I have read this agreement in its entirety. I have had enough  
21 time to review and consider this agreement, and I have carefully and  
22 thoroughly discussed every part of it with my attorney. I understand  
23 the terms of this agreement, and I voluntarily agree to those terms.  
24 I have discussed the evidence with my attorney, and my attorney has  
25 advised me of my rights, of possible pretrial motions that might be  
26 filed, of possible defenses that might be asserted either prior to or  
27 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
28

1 of relevant Sentencing Guidelines provisions, and of the consequences  
2 of entering into this agreement. No promises, inducements, or  
3 representations of any kind have been made to me other than those  
4 contained in this agreement. No one has threatened or forced me in  
5 any way to enter into this agreement. I am satisfied with the  
6 representation of my attorney in this matter, and I am pleading  
7 guilty because I am guilty of the charge and wish to take advantage  
8 of the promises set forth in this agreement, and not for any other  
9 reason.

10 

11 BRIAN ALEC LIGHT  
12 Defendant

9-18-2024

13 Date

14 CERTIFICATION OF DEFENDANT'S ATTORNEY

15 I am BRIAN ALEC LIGHT's attorney. I have carefully and  
16 thoroughly discussed every part of this agreement with my client.  
17 Further, I have fully advised my client of his rights, of possible  
18 pretrial motions that might be filed, of possible defenses that might  
19 be asserted either prior to or at trial, of the sentencing factors  
20 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
21 provisions, and of the consequences of entering into this agreement.  
22 To my knowledge: no promises, inducements, or representations of any  
23 kind have been made to my client other than those contained in this  
24 agreement; no one has threatened or forced my client in any way to  
25 enter into this agreement; my client's decision to enter into this  
26 agreement is an informed and voluntary one; and the factual basis set  
27 ///  
28 ///

1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.



3 \_\_\_\_\_  
4 ERIN MURPHY

5 Attorney for Defendant LIGHT  
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## Exhibit A - Draft Information

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
BRIAN ALEC LIGHT,  
Defendant.

CR No. 24-  
I N F O R M A T I O N  
[21 U.S.C. § 2314: Interstate  
Transportation of Stolen Goods; 18  
U.S.C. § 981(a)(1)(C) and 28  
U.S.C. § 2461(c): Criminal  
Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 2314, 2(b)]

19 On or about March 1, 2021, in Los Angeles County, within the  
20 Central District of California, defendant BRIAN ALEC LIGHT ("LIGHT")  
21 willfully caused the transportation, transmission, and transfer in  
22 interstate commerce of a good, ware, and merchandise, having a value  
23 of \$5,000 or more, knowing the same to have been stolen, namely  
24 defendant LIGHT willfully caused an auction house, H.A., to ship from  
25 Beverly Hills, California to Dallas, Texas, an Andy Warhol Lenin  
26 Trial Proof print number 44 of out of an edition of 46, which  
27 defendant LIGHT knew had been stolen, and which had a value of at  
28 least \$175,000.

1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States of America  
5 will seek forfeiture as part of any sentence, pursuant to Title 18,  
6 United States Code, Section 981(a)(1)(C) and Title 28, United States  
7 Code, Section 2461(c), in the event of the defendant's conviction of  
8 the offense set forth in Count One of this Information.

9 2. The defendant, if so convicted, shall forfeit to the United  
10 States of America the following:

11 (a) All right, title and interest in any and all property,  
12 real or personal, constituting, or derived from, any proceeds  
13 traceable to any such offense; and

14 (b) To the extent such property is not available for  
15 forfeiture, a sum of money equal to the total value of the property  
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p), as  
18 incorporated by Title 28, United States Code, Section 2461(c), the  
19 defendant shall forfeit substitute property, up to the total value of  
20 the property described in the preceding paragraph if, as the result  
21 of any act or omission of the defendant, the property described in  
22 the preceding paragraph, or any portion thereof: (a) cannot be  
23 located upon the exercise of due diligence; (b) has been transferred,  
24 sold to or deposited with a third party; (c) has been placed beyond  
25 the jurisdiction of the court; (d) has been substantially diminished

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1 in value; or (e) has been commingled with other property that cannot  
2 be divided without difficulty.

3 E. MARTIN ESTRADA  
4 United States Attorney

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7 MACK E. JENKINS  
8 Assistant United States Attorney  
9 Chief, Criminal Division

10  
11 MARK A. WILLIAMS  
12 Assistant United States Attorney  
13 Chief, Environmental Crimes and  
14 Consumer Protection Section

15 ERIK M. SILBER  
16 Assistant United States Attorney  
17 Senior Counsel, Criminal Division

18  
19 DOMINIQUE CAAMANO  
20 MATTHEW O'BRIEN  
21 Assistant United States Attorneys  
22 Environmental Crimes and Consumer  
23 Protection Section

1 **CERTIFICATE OF SERVICE**  
2

3 I, **Catherine Wilkinson**, declare:  
4

5 That I am a citizen of the United States and a resident of or  
6 employed in Los Angeles County, California; that my business address is  
7 the Office of United States Attorney, 312 North Spring Street, Los  
8 Angeles, California 90012; that I am over the age of 18; and that I am not  
9 a party to the above-titled action;

10 That I am employed by the United States Attorney for the Central  
11 District of California, who is a member of the Bar of the United States  
12 District Court for the Central District of California, at whose direction  
13 I served a copy of: **PLEA AGREEMENT**

14  Placed in a closed envelope for  
15 collection and inter-office  
16 delivery, addressed as follows:  Placed in a sealed envelope for  
collection and mailing via United  
States mail, addressed as  
follows:  
17  By hand delivery, addressed as  
follows:  By facsimile, as follows:  
18  Via email, as follows:  By Federal Express, as follows:  
19 **erin\_murphy@fd.org**

20 This Certificate is executed on **October 1, 2024**, at Los Angeles,  
21 California. I certify under penalty of perjury that the foregoing is true  
22 and correct.  
23

24 *Catherine Wilkinson*  
25 Catherine Wilkinson  
Legal Assistant  
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